

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

HYUNDAI MOTOR MANUFACTURING
ALABAMA, LLC

and

Case 15-CA-173419

RICHARD P. ROUCO,
An Individual

Andrew T. Miragliotta, Esq., for the General Counsel.
Marcel L. Debruge and Michael L. Lucas, Esqs. (Burr and Furman, LLP,
Birmingham, Alabama), for the Respondent.
Richard P. Rouco, Esq. (Quinn, Conn, Weaver, Davies & Rouco, LLP,
Birmingham, Alabama,) for the Charging Party.

DECISION

STATEMENT OF THE CASE

Arthur J. Amchan, Administrative Law Judge. This case was tried in Montgomery, Alabama on January 23 and 24, 2017. Richard P. Rouco, an attorney, filed the initial and amended charges on April 7, April 21, and May 25, 2016. In those documents he alleged that Respondent had terminated Nathan Howard, Justin Cleckler¹ and Nathan Yarbrough on January 11, 2016 because they engaged in protected concerted activity and/or union activity.

The General Counsel issued the complaint on July 29, 2016. In it he alleged Respondent terminated Howard, Cleckler and Yarbrough in violation of Section 8(a)(1) because it believed that the three engaged in protected concerted activity and because it mistakenly believed they had assisted a labor organization in violation of Section 8(a)(3) and (1). The General Counsel also alleges that Respondent, by Group Leader Terrence “Toby” Brooks, violated Section 8(a)(1) by threatening employees with termination for talking about unions. Further it alleges that Team Relations Specialist Gregory Gomez illegally interrogated employees about the protected concerted activities of themselves and others.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and Respondent, I make the following

¹ Cleckler’s first name is Joseph, but he goes by Justin.

FINDINGS OF FACT

I. JURISDICTION

Respondent, a corporation, manufactures automobiles at a very large factory located just south of Montgomery, Alabama. It annually sells and ships goods valued in excess of \$50,000 from this facility to points outside of Alabama. It also annually purchases and receives goods at the Montgomery plant which are valued in excess of \$50,000 directly from points outside of Alabama. Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

Respondent's discharge of Howard, Cleckler and Yarbrough

Nathan Howard, Justin Cleckler and Nathan Yarbrough were maintenance employees in the paint shop at the Montgomery plant. Much of the painting work is performed by robots which are serviced by the maintenance employees. Respondent has 4 maintenance crews in the paint shop which work different schedules. Howard, Cleckler, Yarbrough, Levado Lawson and Robert Steele were the 5 members of the D shift crew. They normally worked Friday, Saturday, Sunday and Monday from 6:00 a.m. to 4:30 p.m.²

Production of automobiles at the Montgomery facility stops for maintenance work twice a year. One of these shutdowns normally occurs in the Christmas to New Year timeframe. In late November 2015, Soladine Harris, the Paint Shop Maintenance Manager, posted a work schedule for the shutdown period. He posted a revised schedule in early December which indicated that Tuesday, December 22, and Wednesday December 23 would be production days and that the shutdown would start on Thursday, December 24. According to this schedule, the D shift crew was to be working from 6:00 a.m. to 2 p.m. from December 22 through Saturday January 2, 2016.³

On December 6 & 7, 2015, Toby Brooks, a Group Leader on the day shift,⁴ had each D crew member sign a form acknowledging that they would be working day shift hours during this period. On Sunday, December 20, Brooks informed all the D shift members that they were to clock in at 6:30 a.m. instead of 6:00 and clock out at 3:00 p.m. instead of at 2:00 p.m. on Tuesday December 22. He told this to each of the crew members individually.

Several responded that the printed schedule still indicated they were to work from 6:00 a.m. to 2:00 p.m. Changes to the posted schedule are normally made by Soladine Harris, not Brooks. Brooks did not inform Harris, who is his manager, that he was telling the D shift to work a different schedule. None of the three alleged discriminatees made any effort to clarify their conflicting schedules with Harris or anybody else, prior to Wednesday, December 23.

² Howard had a slightly different schedule, 0400 to 2:30 p.m.

³ It appears that not every D shift employee was scheduled to work every day during this period.

⁴ Brooks is a statutory supervisor.

On December 22, all 5 of the D crew members clocked in at 6:00, which was consistent with the printed schedule, not Brooks' oral instructions. Sometime afterward, Howard, Yarbrough and Cleckler discussed the fact that the written schedule had not been changed, Tr. 168.⁵ At 2:00 p.m., Cleckler, Howard and Yarbrough clocked out and left the plant, also
 5 consistent with their printed schedule, but inconsistent with Brooks' orders. At about 2:30 Steele and Lawson, the other members of the D shift crew, came to Brooks and asked where the rest of the crew had gone. Brooks told Steele and Lawson that they must work until 3:00. They did so.

The next morning, Brooks asked Cleckler why the 3 left work early.⁶ Cleckler responded
 10 that the employees did not leave early; they had worked in accordance with their printed schedule. He then went to the office of Gregory Gomez, a team relations representative, who was assigned to the paint shop.⁷ Cleckler raised the inconsistency between the printed schedule and Brooks' orders. Asking checking with Brooks, Gomez contacted his superiors in team
 15 relations. Barry Jackson, an assistant manager, who is Gomez's immediate superior, instructed him to write up a series of questions and interview Cleckler, Howard and Yarbrough separately. Gomez also interviewed Toby Brooks who was present when Gomez interviewed the three alleged discriminatees on December 23.

Brooks told Gomez that, "the team members didn't like that Tuesday was 6:30-3:00 pm
 20 and told me that wasn't what was on the sheet on the board and I explained to them that the schedule on the board reflected the shutdown schedule and they would start working 6:00 am -2 pm on Wednesday, when the shutdown officially started," GC. Exh. 5(a).

Gomez asked Howard, Yarbrough and Cleckler 7 identical questions, G.C. Exh. 5(a); R.
 25 Exh. 7 and wrote down the answers given by the three alleged discriminatees. They each signed a sheet with the answers recorded by Gomez. Gomez asked when Brooks discussed the written

⁵ Although Nathan Howard told Gregory Gomez that he did not talk to Cleckler and Yarbrough beforehand, Gomez's question and Howard's answer are ambiguous. His answer indicates that there was no discussion between Howard, on the one hand, and Cleckler and/or Yarbrough immediately before clocking out. I conclude that Howard's testimony is not inconsistent with Yarbrough's testimony, which I credit. Moreover, to the extent there is a conflict between the testimony of Yarbrough and Howard, Yarbrough's testimony is inherently more probable, *Coeburn Garment Co.*, 276 NLRB 1481, n. 1 (1985).

In this regard, Respondent's brief at page 19, paragraph 31, is inaccurate in characterizing Nathan Yarbrough's testimony at Tr. 168, lines 13-23.

Yarbrough was asked what time he reported **on December 22**. Then he was asked if he saw other D shift employees when he clocked in. Next he was asked, "On **that day, did you discuss with any coworkers what time you would be clocking out?**"

A. Sometime during the day, me, Justin, and Nathan talked about the written schedule on the board not being changed, still saying 6:00 to 2:00 p.m.

Yarbrough's testimony is consistent with what he told Gomez on December 23, 2015.

⁶ Yarbrough and Cleckler testified that Brooks' inquiry was couched in the plural, i.e., why did "we" leave early. Howard testified that Brooks asked why *he* left early.

⁷ Team Relations is part of Respondent's Human Resources operation.

schedule versus his guidance. Cleckler answered that Brooks told him about the December 22 schedule on Sunday, December 20. Further he told Gomez, “ I argued about the written schedule verses Toby’s guidance. Nothing was said after that discussion.” G.C. 5(a), p. 3.

5 When asked if, “you and Nathan Howard and Nathan Yarbrough discussed leaving at 1400 before you left” Exh. R-7, Cleckler gave the non-responsive answer that he had pointed out to Brooks that the schedule said 6:00 to 2:00.

10 Yarbrough’s response to the identical question concerning communication with Howard and Cleckler before clocking out, was, “Yes, we decided to follow the written guidance.” Howard’s answer was, “I did not talk to them beforehand. I just clocked out.”

15 On December 28, 2015, Gomez submitted his typed report to assistant manager Barry Jackson. Cleckler and Yarbrough continued to work doing their normal duties until January 11, 2016. Howard worked until January 4, when he went on medical leave for shoulder surgery.

20 On January 11, 2016, Respondent gave each of the 3 employees an identical termination letter stating that pursuant to Respondent’s policies and handbook, each one had voluntarily resigned their employment by leaving at 2:00 p.m. on December 22, 2015, G.C. Exhs. 7, 9 and 10.

On January 14, Cleckler sent an email to Respondent in the nature of an appeal of his discharge, R. Exh. 11. He received no response, Tr. 130.

25 Neither Gomez, nor Brooks nor Soladine Harris played any role in the decision to terminate Cleckler, Howard and Yarbrough. This decision was made by an employee review committee composed of higher level managers. There is no evidence in this record regarding the deliberations of that committee and no evidence that the committee considered anything other than the report prepared by Gomez and Barry Jackson’s summary of that report. The committee
30 clearly treated the 3 as a group. There is no indication that any consideration was given to the disciplinary records of the 3; Cleckler (no prior discipline); Yarbrough (1 prior counseling for clocking in early) and Howard (11 minor disciplines and 1 major discipline).

Analysis

35 There is no evidence that any of the alleged discriminatees engaged in any union activity or that any of Respondent’s managers suspected that any of them did so. However, some of Respondent’s managers were aware of union efforts to organize the plant as early as Thanksgiving 2015. Since Toby Brooks was aware of union activity by then, Tr. 334, I
40 conclude other managers were aware of this as well.

45 In light of the lack of union activity on the part of Howard, Cleckler and Yarbrough, the issue in this case is whether they engaged in protected concerted activity by walking off the job at 2:00 p.m. on December 22, 2015, and/or whether Respondent believed they did so.

As a preliminary matter, I reject Respondent’s contention that the 3 voluntarily resigned. They had no intention of abandoning their jobs as evidenced by the fact that they reported for

work on time on December 23 and worked their assigned hours and performed their assigned duties until January 11, 2016 in the case of Cleckler and Yarbrough and until January 4, in the case of Howard. The 3 didn't resign, regardless of what Respondent's handbook says, (G.C. Exh. 3, page 00035), Respondent fired them.⁸ Indeed, Respondent's rules would lead one to the conclusion that any protected strike constitutes a voluntary resignation.

Section 8(a)(1) provides that it is an unfair labor practice to interfere with, restrain or coerce employees in the exercise of the rights guaranteed in Section 7. Discharging an employee because they engaged activity protected by Section 7 is a violation of Section 8(a)(1).

Section 7 provides that, "employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, *and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection ...* (Emphasis added)"

In *Myers Industries (Myers I)*, 268 NLRB 493 (1984), and in *Myers Industries (Myers II)* 281 NLRB 882 (1986), the Board held that "concerted activities" protected by Section 7 are those "engaged in with or on the authority of other employees, and not solely by and on behalf of the employee himself." However, the activities of a single employee in enlisting the support of fellow employees in mutual aid and protection is as much concerted activity as is ordinary group activity.

Additionally, the Board held in *Amelio's*, 301 NLRB 182 (1991) that in order to present a prima facie case that an employer has discharged an employee in violation of Section 8(a)(1), the General Counsel must establish that the employer knew of the concerted nature of the activity.

I find that the walkout by Howard, Cleckler and Yarbrough meets all the criteria of protected concerted activity. They walked out of the plant at the same time for the same reason, the oral change in their working hours for December 22.⁹ The change in their hours is a working condition subject to Section 7, and indeed is specifically mentioned in Section 9(a) in setting forth the authority of a collective bargaining representative. Brooks, a supervisor and agent of Respondent, knew beforehand that the D shift crew was unhappy with the change and understood why they left early regardless of the fact that it was not articulated to him on December 22. They were not required to make a specific demand beforehand that their work hours conform to Respondent's printed schedule in order for their walkout to be protected,

⁸ Cleckler's unanswered email to Respondent after his termination, R. Exh.-11, is further evidence that the discriminatees did not intend to resign. It also establishes that Respondent's Open Door Policy, G.C. Exh. 3, p. HMMA 00046-47, is in no way the equivalent of a collectively bargained grievance procedure. Thus, the fact that the 3 discriminatees did not avail themselves of the Open Door Policy, does not, contrary to Respondent's assertion at page 35 of its brief, weigh against finding their walkout to be protected.

⁹ The Board in *Electromec Design and Development Co.*, 168 NLRB 763, 771 (1967), cited by Respondent at page 25 of its brief, adopted the following conclusion of the Judge, "That the walkout was the result of concerted action is not seriously disputed. The very fact that the men all gathered at the time clock at exactly 11:22 a.m. and waited until exactly 11:24 a.m. to punch out exactly 5 hours from the beginning of the shift was enough, without more, to establish the fact that the action was concerted."

Washington Aluminum v. NLRB, 370 U.S. 9, 14-15 (1962); *Polytech Incorporated*, 195 NLRB 695 (1972).

Polytech, supra, was decided on very similar facts to the instant case. 5 unrepresented employees walked off the job at the same time in contradiction of the direct orders of their employer. These employees expressed their unwillingness to work overtime to the employer individually, not in a group setting.

Mike Yurosek & Sons, Inc., 310 NLRB 831 (1993); 306 NLRB 1037 (1992) was also decided on similar facts. The employees in that case punched out at the same time in contravention of their supervisor's orders to work an extra hour compared to a prior schedule.

As noted previously, the Board in *Myers Industries*, set forth the test for concerted activities in the disjunctive; "engaged in with or on the authority of other employees." Thus, even if the 3 employees walked off the job together without prior communication, their conduct was concerted. Also, it is important to note that Respondent treated the walkout as a group action, not as three individual acts, G.C. Exh. 5, *Mike Yurosek & Sons, Inc., supra*.

Moreover, as stated before, I find that on December 22, the three did discuss the fact that the written schedule had not been changed. Also, I infer that Respondent suspected there was some degree of collusion before the walkout, rather than believing that the 3 independently decided to walk off the job at the same time. If that were not the case, Gomez would not have asked each one if they had talked to others before punching out.

I give no weight to the answers given by the alleged discriminatees to questions posed by Respondent's counsel as to whether they were protesting anything or going on strike. Employees' subjective characterization of their actions is not determinative in the Board's objective analysis of whether the employee has engaged in protected concerted activity, *Mike Yurosek & Sons, Inc.*, 310 NLRB 831, 832 (1993). It is absolutely clear that the employees in this case left because they were unhappy with the oral change to their schedule and that Respondent knew that. Viewed objectively, their actions were a work protest and a strike. In conclusion, I find that Respondent violated Section 8(a)(1) in terminating Howard, Cleckler and Yarbrough on January 11, 2016.

Alleged Threat by Toby Brooks (complaint paragraph 6)

Nathan Howard testified that on December 23, he argued with Toby Brooks as to whether he clocked out earlier than he was supposed to. Howard then testified that he said that, "if we had a union up in here this kind of stuff would be over with by now," Tr. 218, 244. According to Howard, Brooks replied, "I told you don't say the word union in this plant. It will get you fired." Brooks denied that this exchange ever took place, Tr. 315-16. I credit Brooks and dismiss this complaint allegation. Howard's bringing up a union in this context strikes me as very contrived since their dispute concerned whether Brooks, rather than Soladine Harris, had authority to change the written work schedule. Whether Respondent was unionized does not appear to me to have any relationship to what Howard and Brooks were discussing.

Alleged Illegal Interrogation by Gomez (complaint paragraph 7)

Gregory Gomez interviewed Howard, Yarbrough and Cleckler on December 23 and asked each one of them 7 identical questions, including whether they talked to each other before walking off the job at 2:00 p.m. Whether an interview/interrogation violates Section 8(a)(1) of the Act depends upon whether it reasonably tends to restrain or interfere with employees' exercise of their rights under Section 7 of the Act, *Spartan Plastics*, 269 NLRB 546 (1984).¹⁰ The Board also regularly applies the "*Bourne*" factors in determining whether questioning is coercive. These factors are 1) the background (i.e., hostility and discrimination; 2) Nature of the information sought, e.g., seeking a basis for disciplinary action; 3) Place of the Questioner in the company hierarchy; 4) Place and Method of Interrogation and 5) the Truthfulness of the replies.

While I find that Respondent had a legitimate interest in finding out the circumstances under which Howard, Yarbrough and Cleckler left work at 2:00 p.m., there was no legitimate reason for Gomez to ask whether they had consulted each other, a question which delved into protected conduct. Moreover, the circumstances of the inquiry were likely to be intimidating in that the discriminatees could well have viewed the interview by Gomez in his office, in the presence of Brooks, as laying the groundwork for disciplinary action—which it was in fact. Indeed, the subject of Gomez's report to his superiors, "Alleged Insubordination and Leaving Without Authorization," establishes that Gomez's interviews were seeking a basis for disciplinary action, Exh. G.C. – 5(a). The fact that Gomez researched the disciplinary records of the 3 is further evidence of this fact.

Moreover, Howard may well have thought that an affirmative answer to the question about discussions amongst the 3 would get him and/or Cleckler and Yarbrough into trouble. This is relevant not only to the question of whether the questioning was coercive but also my conclusion that Howard's answer is not a basis for discrediting Yarbrough's testimony to the contrary. Cleckler's evasiveness in answering the question is also evidence of its coercive nature.

In sum I find the inquiry into the discussions between the discriminatees was coercive and that Respondent, by Gomez, violated Section 8(a)(1) in making that inquiry, *E.B. Malone, Corp.*, 273 NLRB 78, 81 (1984).¹¹

Conclusions of Law

1. Respondent violated Section 8(a)(1) of the Act in discharging Justin Cleckler, Nathan Yarbrough and Nathan Howard.

¹⁰ This rule is also enunciated in *Rossmore House*, 269 NLRB 1176 (1984) rejecting a *per se* rule regarding questioning employees about their union sympathies, particularly when they openly support unionization.

¹¹ At page 46 of its brief, Respondent states that the charge does not contain any details about alleged interrogations and that Respondent can only guess that the G.C. is referring to the conversations of Gomez and Brooks with the discriminatees. The second amended charge, filed on May 25, 2016, alleges that on December 23, 2015, Respondent, through Gregory Gomez, interrogated employees about their protected concerted activities. The complaint repeats this allegation in paragraph 7.

2. Respondent, by “Toby” Brooks, did not violate the Act or threaten Nathan Howard as alleged.
3. Respondent, by Gregory Gomez, violated the Act by unlawfully interrogating Justin Cleckler, Nathan Yarbrough and Nathan Howard.

Remedy

The Respondent, having discriminatorily discharged employees, must offer them reinstatement and make them whole for any loss of earnings and other benefits. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010). Respondent shall compensate these employees for their search-for-work and interim employment expenses regardless of whether those expenses exceed their interim earnings, computed as described above.

Respondent shall file a report with the Social Security Administration allocating backpay to the appropriate calendar quarters. Respondent shall also compensate the discriminatees for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards covering periods longer than 1 year, *Latino Express, Inc.*, 359 NLRB No. 44 (2012).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹²

ORDER

The Respondent, Hyundai Motor Manufacturing Alabama, LLC, Montgomery, Alabama, its officers, agents, successors, and assigns, shall

1. Cease and desist from:

- (a) Discharging or otherwise discriminating against any employee for engaging in protected concerted activity.
- (b) Interrogating employees concerning their communications regarding protected subjects.
- (c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

- (a) Within 14 days from the date of the Board’s Order, offer Justin Cleckler, Nathan Howard and Nathan Yarbrough full reinstatement to their former jobs or, if those jobs no longer

¹² If no exceptions are filed as provided by Sec. 102.46 of the Board’s Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

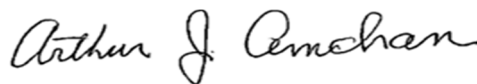
- (b) Make Justin Cleckler, Nathan Howard and Nathan Yarbrough whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, in the manner set forth in the remedy section of the decision.
- (c) Compensate Justin Cleckler, Nathan Howard and Nathan Yarbrough for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file a report with the Social Security Administration allocating the backpay award to the appropriate calendar quarters.
- (d) Compensate these employees for their search-for-work and interim employment expenses regardless of whether those expenses exceed their interim earnings.
- (e) Within 14 days from the date of the Board's Order, remove from its files any reference to the unlawful discharges and within 3 days thereafter notify Justin Cleckler, Nathan Howard and Nathan Yarbrough in writing that this has been done and that the discharge will not be used against her in any way.
- (f) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.
- (g) Within 14 days after service by the Region, post at its Montgomery, Alabama facility copies of the attached notice marked "Appendix".¹³ Copies of the notice, on forms provided by the Regional Director for Region 15, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since January 11, 2016.

¹³ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

(h) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

5

Dated, Washington, D.C. March 6, 2017

A handwritten signature in cursive script, reading "Arthur J. Amchan".

10

Arthur J. Amchan
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union
- Choose representatives to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT discharge or otherwise discriminate against any of you for engaging in protected concerted activity, including protesting or complaining about your wages, hours and/or other terms and conditions of your employment.

WE WILL NOT question you about communications with other employees about protected subjects.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, within 14 days from the date of this Order, offer Justin Cleckler, Nathan Yarbrough and Nathan Howard full reinstatement to their former jobs or, if those jobs no longer exists, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make Justin Cleckler, Nathan Yarbrough and Nathan Howard whole for any loss of earnings and other benefits resulting from their discharges, less any net interim earnings, plus interest compounded daily.

WE WILL compensate Justin Cleckler, Nathan Yarbrough and Nathan Howard for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and WE WILL file a report with the Social Security Administration allocating the backpay award to the appropriate calendar quarters.

WE WILL compensate Justin Cleckler, Nathan Yarbrough and Nathan Howard for their search-for-work and interim employment expenses regardless of whether those expenses exceed their interim earnings.

WE WILL, within 14 days from the date of this Order, remove from our files any reference to the unlawful discharge of Justin Cleckler, Nathan Yarbrough and Nathan Howard and WE WILL, within 3 days thereafter, notify them in writing that this has been done and that the discharge will not be used against them in any way.

HYUNDAI MOTOR MANUFACTURING
ALABAMA, LLC

(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

600 South Maestri Place, 7th Floor, New Orleans, LA 70130-3408
(504) 589-6361, Hours: 8 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at www.nlr.gov/case/17-CA-173149 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (504) 589-6389.